

DADA CARGO LTD.

61 Evansfield PK NW Calgary, AB T3P 0M1

Tel: +1 825 437-1038,

eMail: info@dadacargo.ca



STANDARD TRADING CONDITIONS

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1. Definitions and Application

(A) "Company" means Dada Cargo.

(B) "Customer" means any person or entity at whose request or on whose behalf the Company provides services.

(C) All services are provided by the Company as an agent only, except where the Company issues its own transport document as a principal.

2. Customer's Warranties

The Customer warrants that it is either the owner or the authorized agent of the owner of the Goods. The Customer further warrants that the description and particulars of the Goods (including weight, contents, and hazardous nature) are full and accurate.

3. Limitation of Liability

Unless otherwise agreed in writing and upon payment of additional fees, the Company's liability for any loss, damage, or misdelivery of Goods shall be limited to the **LEAST** of the following: (i) The actual value of the portion of the Goods lost or damaged; (ii) **2 SDR (Special Drawing Rights) per gross kilogram** of the Goods lost or damaged; (iii) A maximum total of **500 CAD** per shipment/transaction. *Note: In no event shall the Company be liable for any indirect or consequential loss, including loss of profit or market delay.*

4. General Lien

The Company shall have a **General Lien** on any and all Goods (and documents relating to Goods) in its possession for all sums due at any time from the Customer. If such debt remains unpaid for 14 days after notice, the Company may, at its absolute discretion, sell the Goods to defray the debt and expenses of the sale.

5. Payment Terms

The Customer shall pay to the Company in cash, or as otherwise agreed, all sums immediately when due without reduction or deferment on account of any claim, counterclaim, or set-off.

6. Notice of Claim and Time Bar

(A) Any claim for loss or damage must be notified in writing to the Company within 7 days of delivery for air freight and 14 days for sea/road freight.

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(B) The Company shall be discharged of all liability unless suit is brought within **nine (9) months** from the date of delivery of the Goods or the date the Goods should have been delivered.

7. Insurance

No insurance will be effected by the Company except upon express instructions given in writing by the Customer. All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk.

8. Governing Law and Jurisdiction

These conditions and any claim or dispute arising out of the services provided shall be governed by the laws of the Province of **Alberta**, Canada, and the federal laws of Canada applicable therein.